PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M., THURSDAY, FEBRUARY 20, 2014 IN THE E.L. PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA

MAYOR VICE-MAYOR	TIM LOUCKS JAMES SMITH	tim.loucks@@groveland-fl.gov james.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
CITY CLERK	TERESA BEGLEY	teresa.begley@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

# **AGENDA**

### Call to Order

# **Opening Ceremonies**

- a. Pledge of Allegiance
- b. Invocation Invitation to an audience member to give invocation

# Roll Call

# Reports

- a. City Council Member Reports
- b. City Manager's Report
- c. City Attorney's Report
- d. Department Head Reports
- e. Citizen Advisory Committee Updates

# Open Forum\*

Agenda Review (Opportunity for council members to adjust agenda order if needed)

# Consent Agenda

- Approval of City Council Meeting Minutes from 02-03-2014
- Proclamation Irish American Heritage Month

### **New Business**

- 1) Code Enforcement Lien Foreclosure: 833 Robinson Street
- 2) Bid Results Eagle Ridge Reclaimed Water System Phase II
- 3) Marina Del Rey Lift Station Agreement
- 4) Marina Del Rey Conveyance of Real and Personal Property to City
- 5) Final Plat 2013-31: Marina Del Rey Phase II
- 6) Ordinance 2014-01-01: Cypress Oaks PUD

#### **Old Business**

7) Ordinance 2014-02-02: Designating Intersection of Main Avenue and Phelps Street as Four-Way Stop Intersection \*Second and Final Reading

#### Announcements

# Adjournment

\*Groveland Code of Ordinances Sec. 2-58 (f). Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition do not give out your Social Security Number, phone number, email address of any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

# Groveland City Council Meeting Minutes

February 3, 2014

Meeting Notice Posted: January 29, 2014 Meeting Date: February 3, 2014

Meeting Place: E. L. Puryear Building, 243 S. Lake Avenue Meeting Start Time: 7:00 P.M. Meeting End Time: 8:15 P.M.

# I. Call to Order

Mayor Tim Loucks called to order the Groveland City Council Meeting at 7:00 P.M. on January 22, 2014 at E. L. Puryear Building, 243 S. Lake Avenue.

# II. Opening Ceremonies

- a. Pledge of Allegiance lead by Council Member James Smith
- **b.** Invocation given by Linda Jacobsen
- **c.** Swearing In of Dina Sweatt Mrs. Geraci-Carver officiate the Oath of Office pledge by Dina Sweatt. Once the swearing in was over Mrs. Sweatt took her seat on the dais.

# III. Roll Call

The City Clerk conducted a roll call. The following persons were present:

Tim Loucks Mayor Vice Mayor James Smith Evelyn Wilson Council Member John Griffin Council Member Dina Sweatt Council Member Redmond Jones City Manager Anita Geraci-Carver City Attorney Teresa Begley City Clerk Chief M. Smith Tennyson Sergeant-at-Arms

Also present:

Gwen Walker Finance Director

James Huish Public Services Director

Catherine Howard City Planner

#### IV. Reports

# a. City Council Member Reports Council Member Evelyn Wilson

Met with Mr. Jones regarding city limit signs.

- Spoke with Mr. Jones regarding the separation of public works and parks and recreation from the Public Services Department and decided that this is something that should be reviewed as part of the budget cycle.
- Spoke with Mrs. Stidham, Public Services Executive Assistant, regarding the resident who would like changes made to the bathroom at the Senior Center to better accommodate their parent.
- Met with Erica Chase of Blue Star-Trilogy regarding various ideas and partnership possibilities for competitions and events.
- Informed the Council that Trilogy holds events that are open to the public but are not well known throughout the community. Trilogy also has its own TV channel and she would like to see more events regarding Groveland such as meetings, announcements and events noticed on it. In addition, events held at Trilogy could be posted on the City's Facebook page and website.
- Spoke with Jim Fulmer, owner of Carroll Fulmer Trucking, regarding roads that are severely in need of paving. She will be meeting with TJ Fish, the Executive Director of the Lake-Sumter Metropolitan Planning Organization (MPO) and City Planner Catherine Howard to discuss Groveland's needs.
- Informed the council that the Lake-Sumter MPO is holding a Get to Know Your MPO for new members and others wishing to have a refresher and passed around the flyer.

# **Council Member Dina Sweatt**

• Thanked the voters for coming out the polls. Stated that she had respect for Mr. George Rosario and thanked the voters for having confidence in her.

# **Council Member James Smith**

• Spoke with Mr. Jones over the weekend regarding a newspaper article he read. A national company recently opened a business in the Christopher C. Ford Commerce Park and the City was not informed by the county which he felt was odd. He stated that the City would be establishing a relationship with Lake County to ensure that we are notified first hand so this doesn't happen again.

# **Mayor Tim Loucks**

- Recently met with Senator Hays and Representative Metz regarding local water issues. Declared that Florida legislators have finally taking our water issue seriously.
- Invited to attend a meeting in front of the House and Senate during Lake Days in Tallahassee to discuss water regulations.
- Gave an update on the Eagle Ridge Reclaimed Water Project and stated that a change order was on tonight's agenda to be discussed.
- Spoke about traffic statistics stating that he was shocked to learn that approximately 129,430 vehicles travelled through Groveland each day from January-December 2013. Public Safety responded to 260 traffic accidents and 224 of those accidents were to service non-residents. Stated that the City expends a lot of time, money and energy on these non-resident accidents. He

asked for a consensus from the council to direct the city attorney and city manager to research a gas tax that would be implemented by the end of the year.

Mrs. Wilson asked that an assessment be included in their research.

Mr. Smith stated he was in agreement but advises proceeding with caution as a municipality was recently sued for implementing a similar program.

**Consensus** to direct staff to research a gas tax and/or assessment that would be capable of being implemented by the end of the year.

- Schedule to attend the Lake Days in Tallahassee with Mr. Jones, Mrs. Wilson and Mrs. Sweatt on February 18<sup>th</sup> & 19<sup>th</sup>
- Thanked Mr. Richard Smith who was not present for his service stating that Mr. Smith did an outstanding job and stepped forward when the City needed him.

# b. City Manager Report

- 100-day Organizational Review and Evaluation 60% complete
- Premier City Campaign police, fire and public works are in the process of seeking accreditation
- Anonymous Packet Update found no wrong doing on the part of Chief Tennyson. Chief Tennyson's leadership is heading the department in the right direction. Stated he considers the matter closed unless further directed by the council.
- Signs at City borders spoke with Council Member Wilson regarding the placement of signs at the entrances to the city and asked if council wished this to be placed on an upcoming agenda.

Consensus to place the sign discussion on a council agenda.

• Senior Center Bathroom Issue – clarified that the facilities are ADA compliant but there is a need to go above the ADA standards and staff are reviewing all options for improvement without affecting the ADA negatively.

# c. City Attorney's Report

None.

# d. Department Head Reports

# Finance Department - Gwen Walker

- Attending the Florida Government Finance Officers Association (FGFOA) Budget Conference next week.
- Sent a notice to all Budget Advisory Committee (BAC) members asking if they still wished to remain on the committee as meetings would begin in March.

# Police Department - Chief M. Smith Tennyson

• FDOT has agreed to let the City use their reader boards to inform drivers of the changes to the Phelps Street and Main Avenue intersection.

# e. Citizen Advisory Committee Reports

Lake~Sumter Metropolitan Planning Organization (MPO) – Citizens Advisory Committee (CAC) – Mr. George Rosario

City Council Minutes February 3, 2014 Page 4 of 6

Reported the following based on his attendance of the January 8<sup>th</sup> CAC meeting

- Bible Camp Road Project cautioned drivers to be aware of the construction workers
- Rails to Trails Project spoke with Mike Woods and stated that the project is behind schedule
- Minneola Turnpike Exchange will be completed by Summer 2015
- Coast-to-Coast Trail Connections approved by Governor Scott. A map of the project was provided to the City Clerk
- Reviewed ongoing transportation construction projects
- Lake Express stated that he had been directed to ask the council to hold a workshop do discuss the City's future needs in regards to public transportation.
- Resurfacing of SR19 the project estimated to cost \$2.5million but no further information was given
- Received the 2014 Volunteer Award for his work on the CAC. Stated that the CAC takes all of the ideas and dissects it and then advises the MPO Governing Board.
  - Mrs. Wilson interjected stating that some of the information given by Mr. Rosario was incorrect. She said that her comments listed in the minutes from past council meetings reflected the correct information. Mr. Rosario stated that he was going by what was discussed at the January 8<sup>th</sup> meeting. He suggested that if Mrs. Wilson felt the information he gave was incorrect she should speak with the MPO Director TJ Fish.

# V. Open Forum

# VI. Agenda Review

### VII. Consent Agenda

• Approval of City Council Meeting Minutes from 01-22-2014

**Action:** Motion to approve.

Moved by Council Member Dina Sweatt, Seconded by Vice Mayor James Smith.

**Vote:** Motion carried by unanimous roll call vote (summary: Yes = 5).

Motion approved.

# VIII. Guest Speakers, Presentations and Proclamations

# 1. Accomplished Youth Award - Marco Perez

Mayor Loucks presented Mr. Marco Perez with the Accomplished Youth Award and a \$25 gift card. Mr. Perez was nominated for his exemplary volunteer work and professional manner at the Marion Baysinger Memorial County Library.

# 2. Proclamation – Top Ten Safest Place in Florida Designation

The city clerk read aloud a proclamation regarding Groveland being named as a Top Ten Safest Place in Florida by Movoto, an online real estate company.

# IX. New Business

# 3. Request for Facility - Groveland/Mascotte Women's Club

**Action:** Motion to allow the Groveland/Mascotte Women's Club use of the Lake David Center at no charge for the foreseeable future.

Moved by Council Member Dina Sweatt, Seconded by Council Member Evelyn Wilson.

**Vote:** Motion carried by unanimous roll call vote (summary: Yes = 5).

Motion approved.

# 4. Invitation Homes Request to Reduce or Waive Code Enforcement Fines: 719 Lake Douglas Drive

**Action:** Motion to charge what the fees are.

Moved by Council Member Dina Sweatt, Seconded by Council Member Evelyn Wilson.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 5).

Motion approved.

# 5. Change Order - Upsize Green Valley Wastewater Pump Station Wiring

**Action:** Motion to approve.

Moved by Council Member John Griffin, Seconded by Council Member James

Smith.

**Vote:** Motion carried by unanimous roll call vote (summary: Yes = 5).

Motion approved.

**Consensus** to have Mrs. Geraci-Carve review the engineering contract to determine if the City can recoup some of its cost due to the change orders.

# X. Adjournment

No further comments or questions from the public or Council members. Mayor Loucks adjourned the meeting at 8:20 p.m.

#### Attest:

City Council Minutes February 3, 2014 Page 6 of 6



Tim	Louck	s, M	ayor		
Tere	sa Beg	gley,	City (	Clerk	



# REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** February 20, 2014

**AGENDA ITEM:** 

**PREPARED BY:** Teresa Begley, City Clerk

DATE:

February 6, 2014

**DESCRIPTION:** 

**Request for Proclamation** 

#### **BACKGROUND:**

The Mother Teresa of Calcutta Division of the Ancient Order of Hibernians respectfully request that the City of Groveland issue a proclamation designating March 2014 as Irish American Heritage Month in recognition of the long history of Irish American contributions to the State of Florida

**STAFF RECOMMENDATION:** Approve proclamation.

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	





February 7, 2014

City of Groveland C/OTeresa Begley 156 S. Lake Ave Groveland FL 34736

Ms Begley,

Once again, Florida's Irish American community will be celebrating its Irish heritage during the month of March. Ever since the military governorship of Irish American Andrew Jackson, Irish Americans in Florida have provided leadership and service to their state, counties, and local communities. Irish Floridians can look back with pride on the legacy of their Irish forebears, who have contributed significantly to education, business, sports, literature, science, engineering, medicine, science and the arts. Today, we continue to recognize and honor the service of our current State, County and Town/City Council leaders and the contributions of fellow Irish Floridians.

In the past, March has been designated "Irish American Heritage Month" throughout the United States to coincide with the celebration of St. Patrick's Day on the 17<sup>th</sup>. Across the State of Florida, the Ancient Order of Hibernians and other Irish organizations will be conducting parades, celebrations and cultural events -- including my own Division in The Villages.

The Mother Teresa of Calcutta Division respectfully requests that your office issue a Proclamation designating March 2014 as "Irish American Heritage Month" in recognition of the long history of Irish American contributions to the State of Florida. To assist you in this request, I have taken the liberty of providing a few "WHEREAS" for your consideration and possible use.

On behalf of the entire AOH Florida State Board, I would like to thank you for your kind consideration of this request. Should you have any questions or need additional information, please do not hesitate to contact me.

Patrick V. Kennedy

Patrick V. Kennedy President



# Irish American Heritage Month

**Whereas,** Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and

**Whereas**, three of the Spanish Governors of "La Florida" were actually Irish military officers; and

**Whereas,** five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

**Whereas,** by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

**Whereas,** it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

**Now, Therefore, be it Proclaimed,** I, Tim Loucks, Mayor of the City of Groveland; do hereby proclaim March 2014 as Irish American Heritage Month. I call upon all citizens to observe this month by celebrating the contributions of Irish Americans to our Nation.

*In Witness Thereof*, I have hereunto set my hand this 20th day of February, 2014.

Attest:	Tim Loucks, Mayor
Attest:	

Teresa Begley, City Clerk



# REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** February 20, 2014

<b>AGENDA ITEM:</b>	
PREPARED BY:	Anita Geraci-Carver
DATE:	February 4, 2014
DESCRIPTION:	Code Enforcement Lien Foreclosure: 833 Robinson Street

**BACKGROUND:** Once November 9, 2009 the Special Magistrate found the property located at 833 Robinson Street owned by Latasha Thomas Pace in violation of Groveland Property Maintenance Code Section 108.1.1 – Unsafe Structures.

The City was awarded \$114.50 in costs and a fine of \$25.00 per day was imposed. The property owner was ordered to pay costs within 30 days of the Order. The property owner was given an additional 30 days to bring the property into compliance or demolish the structure. If the property was not brought into compliance or demolished then the fine would begin to accrue. The structure was demolished after the 30 day period in June of 2010. The property is not the homestead of the owner. A lien was recorded by the City securing these amounts on March 19, 2010. The property is currently vacant and in compliance. **Total amount outstanding to the City is \$4,389.50.** 

A title search was obtained on the property and Council indicated its desire to foreclose on the lien if a number of the liens on the property could be extinguished in the foreclosure action. In working with Lake County two mortgages were released. A current title search reveals the following:

- ➤ 2011 real estate taxes remain outstanding in the amount of \$151.99 (if paid by March 31, 2014)
- ➤ 2012 real estate taxes remain outstanding in the amount of \$203.49 (if paid by March 31, 2014)
- ➤ 2013 real estate taxes remain outstanding in the amount of \$85.85 (if paid by March 31, 2014)
- Final Judgment to Discover Card in the amount of \$3,390.89 plus 7% interest from July, 2004; totaling \$5,466.19 calculated through 2/28/14.
- > Property appraiser has assessed the property value at \$ \$4,482.00.

Total amount due to pay outstanding real estate taxes for which tax certificates have been issued in order to have clear title is approx. \$441.33. The Discover Card judgment was recorded August 18, 2004 which it prior to the City's lien being recorded; therefore, its judgment which attached to the property cannot be extinguished in the foreclosure action. Whoever purchases the property in the foreclosure, whether City or a third party must pay the Discover Card judgment to have clear title to the property. The judgment amount is greater than the amount owed to the City.

# Matters to consider:

- 1. The Discover Final Judgment if not re-recorded on or before August 18, 2014 will lapse and no longer encumber the property. Therefore, it is advantageous for City to wait to foreclose until after that date to see if the final judgment lapses.
- 2. If the real property taxes for 2013 are not paid by the property owner and a tax certificate is issued to the same party that was issued tax certificated for 2011 and 2012, the owner of the certificates will be eligible to apply for a tax deed. If issued, the owner who acquires the property via the tax deed will not have clear title to the property until the City's lien is satisfied. Therefore, it is advantageous for the City to wait to see if a tax deed is issued for this property.

**STAFF RECOMMENDATION:** Decline to Foreclose on Code Enforcement Lien at this time and revisit in 9 months if lien is not satisfied

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

An examined report showing all interests and encumbrances of record affecting title.

Fund File Number: 12-2014-000111

Provided For: Law Office Of Anita Geraci-Carver P.A.

Agent's File Reference: 0007-001

Effective Date: January 6, 2014 at 11:00 PM

Description of Real Property Situated in Lake County, Florida.

Lots 18 and 19, Block B, RE-PLAT OF SHAKY LAKE SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 8, Page 55, Public Records of Lake County, Florida.

THIS FORECLOSURE REPORT IS PREPARED AND FURNISHED FOR INFORMATION ONLY AND IS NOT AN OPINION OF TITLE.

Prepared this 23rd day of January, 2014.

Attorneys' Title Fund Services, LLC

Prepared by: Sandi Taylor, Senior Title Examiner

Phone Number: 1-800-683-0392 ext. 5807

Fund File Number: 12-2014-000111
Record Title Vested in:
Latasha Quentawn Thomas Pace by Quit Claim Deed
Recorded in: O.R. Book 1713, Page 774 Public Records of Lake County, Florida.
Record Title to Lien to be Foreclosed Vested in:
City of Groveland by Liens
Recorded in: O.R. Book 2061, Page 595, O.R. Book 3884, Page 1841 Public Records of Lake County,
Florida.
(include assignment, modification, subordination, etc., if applicable)
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Fund File Number: 12-2014-000111

#### **ENCUMBRANCES**

Outstanding Mortgages (other than the mortgage being foreclosed), Mechanics' Liens, Assessment Liens, Financing Statements, Unsatisfied Money Judgments, Tax Liens (State and Federal), Other Liens for the Recovery of Money, Easements, Reservations, Restrictions, Leases, Agreements for Deed, etc.

- 1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
- 2. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
  - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
  - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
- 3. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 5. The Company reserves the right to make additional requirements upon the successful completion of the foreclosure action.
- 6. No policy may be issued which exceeds an insured amount of \$1,000,000 without prior approval from Fund underwriting counsel.
- 7. For informational purposes only: An owner policy issued following completion of foreclosure should not be issued for an amount more than or less than the "full insurable value" of the property. See FAC 690-186.003 (1) (a) 2.

Fund File Number: 12-2014-000111

- 8. All matters contained on the Plat of RE-PLAT OF SHAKY LAKE SUBDIVISION, as recorded in Plat Book 8, Page 55, Public Records of Lake County, Florida.
- 9. Subject to the terms and conditions of the martial settlement agreement as evidenced in instrument recorded in O.R. Book 1846, Page 1639, Public Records of Lake County, Florida.
- 10. Judgments and/or liens against Latasha Quentawn Thomas Pace, or a similar name, certified copies of which are recorded in the following Books and Pages: 2639/861.
- 11. Tax Sale Certificate No. 3516 which has been sold for the year 2011.
- 12. Tax Sale Certificate No. 3529 which has been sold for the year 2012.
- 13. Taxes and assessments for the year 2013.

This report may be used for the purpose of accepting deed in lieu of foreclosure. For insuring purposes, a deed in lieu of foreclosure includes any transfer of the subject real property to the mortgagee or to any entity related to the mortgagee. When issuing a commitment or final policy underwritten by Old Republic National Title Insurance Company, the following language should be included as an exception on Schedule B:

Any invalidity of or avoidance of the transfer of title to the subject premises pursuant to the provisions of the Bankruptcy Code (11 U.S.C.) or similar state insolvency or debtor and creditor law.

The status of corporations and limited partnerships has not been verified with any applicable governmental agencies or other authorities.

This report does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

This report may be relied upon for the issuance of title insurance underwritten by Old Republic National Title Insurance Company, provided that no adverse title matters, not shown in this report, are discovered prior to the time the policy is issued.

If this product is not used for the purpose of issuing an Old Republic National Title Insurance Company policy, then the maximum liability for incorrect information is \$1000.

Full bill history

# Office of the Tax Collector

Bob McKee, Tax Collector

Tax Collector Home Search Reports Shopping Cart

\$84.85 due

# Real Estate Account At 833 ROBINSON ST

Real Estate Account #1922251500-00B-01800

Pay All: \$428.43 2013

2012

\$143.60 due

2011 \$199.98 due

2010 No taxes due

Parcel details

1998

No taxes due

Latest bill

Bob McKee

Real Estate 2013 Annual Bill

Print This Bill (PDF)

Lake County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

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Pay this bill: \$84.85

Prior Year(s) Taxes Due Pay your taxes online at: http://www.laketax.com

PAYMENTS MUST BE MADE IN US FUNDS.

PACE LATASHA QUENTAWN THOMAS 834 ROBINSON ST GROVELAND, FL 34736

Situs address 833 ROBINSON ST

Legal description

GROVELAND, SHAKY LAKE PEPLAT SUB LOTS 18, 19, BLK B PB 8 PG550RB 33 PG 64 ORB 1621 PG 18 ORB 1631 PG 207 ORB 1713 PG 774

#### Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
LAKE COUNTY GENERAL	4.7309	4,482	handwell (Alleybour 1974) in the first trace of the second substitution of	4,482	\$21.20
AMBULANCE MSTU	0.3853	4,482	0	4,482	\$1.73
ENVIRON LAND PURCHASE	0.1900	4,482	0	4,482	\$0.85
LAKE CO SCHOOL BOARD					
CURRENT	5.6700	4,482	0	4,482	\$25.41
CAPITAL OUTLAY	1.5000	4,482	o	4,482	\$6.72
CITY OF GROVELAND	5.4700	4,482	0	4,482	\$24.52
ST JOHNS WATER MGMT	0.3283	4,482	O	4,482	\$1.47
LAKE CO WATER AUTH	0.2554	4,482	0	4,482	\$1.14
S LAKE CNTY HOSP	0.7900	4,482	0	4,482	\$3.54
Total	19.3199	t de collection de communication de la collection de la c	alitikatud dali Senira Marendilingere, entatati e CCC 2000 de 1909, 414 que de generale entre intrada p	ettatik (1 Cathelas Cantile berekenskelestation († 1800a) (Cathelas Cathelas (1999)	\$86.58

Non-Ad Valorem Assessments

	Comb	oined taxes ar	nd assessme	nts: \$86 58		
	OOM	mica canes ai	ia accessific	116. 400.00		
If paid by:	Nov 30, 2013	Dec 31, 2013	Jan 31, 2014	Feb 28, 2014	Mar 31, 20	14

# BOB MCKEE

# NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR

2011 Delinquent Real Estate

- ACCOUNT NUMBER	ESCROW CODE ALTERNATE	KEY DILAGE CODE
1922251500-00B-01800	1437458	OGR1

PACE LATASHA QUENTAWN THOMAS 834 ROBINSON ST GROVELAND, FL 34736

833 ROBINSON ST

GROVELAND, SHAKY LAKE REPLAT SUB LOTS 18, 19, BLK B PB 8 PG55ORB 33 PG 64, ORB 1621 PG 18, ORB 1632 PG 207 ORB 1713 PG774



PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

PAY IN U.S. FUNDS TO BOB M⁴KEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

LAKE COUNTY GENERAL       6,640       0       6,640       4.7309       31.41         AMBULANCE MSTU       6,640       0       6,640       0.3853       2.56         ENVIRON LAND PURCHASE       6,640       0       6,640       0.1101       0.73         LAKE CO SCHOOL BOARD         CURRENT       6,640       0       6,640       5.8940       39.14         CAPITAL OUTLAY       6,640       0       6,640       1.5000       9.96		**		TOTAL:	19.5921	\$130.09
LAKE COUNTY GENERAL 6,640 0 6,640 4.7309 31.41 AMBULANCE MSTU 6,640 0 6,640 0.3853 2.56 ENVIRON LAND PURCHASE 6,640 0 6,640 0.1101 0.73 LAKE CO SCHOOL BOARD CURRENT 6,640 0 6,640 5.8940 39.14 CAPITAL OUTLAY 6,640 0 6,640 1.5000 9.96 CITY OF GROVELAND 6,640 0 6,640 5.6000 37.18 ST JOHNS WATER MGMT 6,640 0 6,640 0.3313 2.20 LAKE CO WATER AUTH 6,640 0 6,640 0.2405 1.60	5 LAKE CNTY HOSP	6,640	0	6,640	0.8000	5.31
LAKE COUNTY GENERAL       6,640       0       6,640       4.7309       31.41         AMBULANCE MSTU       6,640       0       6,640       0.3853       2.56         ENVIRON LAND PURCHASE       6,640       0       6,640       0.1101       0.73         LAKE CO SCHOOL BOARD       CURRENT       6,640       0       6,640       5.8940       39.14         CAPITAL OUTLAY       6,640       0       6,640       1.5000       9.96         CITY OF GROVELAND       6,640       0       6,640       5.6000       37.18         ST JOHNS WATER MGMT       6,640       0       6,640       0.3313       2.20		,	-			
LAKE COUNTY GENERAL       6,640       0       6,640       4.7309       31.41         AMBULANCE MSTU       6,640       0       6,640       0.3853       2.56         ENVIRON LAND PURCHASE       6,640       0       6,640       0.1101       0.73         LAKE CO SCHOOL BOARD       CURRENT       6,640       0       6,640       5.8940       39.14         CAPITAL OUTLAY       6,640       0       6,640       1.5000       9.96         CITY OF GROVELAND       6,640       0       6,640       5.6000       37.18			0	•	_	
LAKE COUNTY GENERAL       6,640       0       6,640       4.7309       31.41         AMBULANCE MSTU       6,640       0       6,640       0.3853       2.56         ENVIRON LAND PURCHASE       6,640       0       6,640       0.1101       0.73         LAKE CO SCHOOL BOARD         CURRENT       6,640       0       6,640       5.8940       39.14         CAPITAL OUTLAY       6,640       0       6,640       1.5000       9,96	CITY OF GROVELAND	6,640	0	6,640	5.6000	37.18
LAKE COUNTY GENERAL         6,640         0         6,640         4.7309         31.41           AMBULANCE MSTU         6,640         0         6,640         0.3853         2,56           ENVIRON LAND PURCHASE         6,640         0         6,640         0.1101         0.73           LAKE CO SCHOOL BOARD         0         6,640         0         0.1101         0.73		6,640	0	6,640	1.5000	9,96
LAKE COUNTY GENERAL         6,640         0         6,640         4.7309         31.41           AMBULANCE MSTU         6,640         0         6,640         0.3853         2.56           ENVIRON LAND PURCHASE         6,640         0         6,640         0.1101         0.73	CURRENT	6,640	0	6,640	5.8940	39.14
LAKE COUNTY GENERAL         6,640         0         6,640         4.7309         31.41           AMBULANCE MSTU         6,640         0         6,640         0.3853         2.56	LAKE CO SCHOOL BOARD					
LAKE COUNTY GENERAL 6,640 0 6,640 4.7309 31.41	ENVIRON LAND PURCHASE	6,640	0	6,640	0.1101	0.73
	AMBULANCE MSTU	6,640	0	6,640	0.3853	2,56
FAXING AUTHORITY ASSESSED VALUE EXEMPTION AMT TAXABLE VALUE MILLAGE RATE TAXES LEVIED	LAKE COUNTY GENERAL	6,640	0	6,640	4,7309	31.41
	FAX:NC RETHORETA	SESSED VALUE - EXEMPT		ABLE VALUE NI	LAGERATE TA	Yes Evitio

LEVYING AUTHORITY RATE AMOUN	And the

**COMBINED TAXES AND ASSESSMENTS: \$130.09** 

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<b>東京医学を対抗な影響 Cert #3516</b>	If Received By	Jan 31, 2014	Feb 28, 2014	Mar 31, 2014
		Jun 01, 2011	100 20, 2014	1301 31, 2014
原:(13) 新生型 たいの Bidder #22076	Please Pav	± \$199.98	\$201.74	\$203.49
				· 4200.79

# **BOB MSKEE**

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

833 ROBINSON ST

LAKE COUNTY TAX COLLECTOR

2011 Delinquent Real Estate

 PAY IN U.S. FUNDS TO BOB MªKEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

 Force: 150/69 Cert #3516
 If Received By Jan 31, 2014
 Feb 28, 2014
 Mar 31, 2014

 Reference: 250/69 Bidder #22076
 Please Pay
 \$199.98
 \$201.74
 \$203.49

PACE LATASHA QUENTAWN THOMAS 834 ROBINSON ST GROVELAND, FL 34736

GROVELAND, SHAKY LAKE REPLAT SUB LOTS 18, 19, BLK B PB 8 PG55ORB 33 PG 64, ORB 1621 PG 18, ORB 1632 PG 207 ORB 1713 PG774

# PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

ACCOUNT NUMBER ESCRO	W CODE ALTERNATE KEY	UREIGNEED E
1922251500-00B-01800	1437458	0GR1

#### BOB MCKEE

#### NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR

2012 Delinquent Real Estate

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PACE LATASHA QUENTAWN THOMAS 834 ROBINSON ST GROVELAND, FL 34736

833 ROBINSON ST

GROVELAND, SHAKY LAKE REPLAT SUB LOTS 18, 19, BLK B PB 8 PG550RB 33 PG 64, ORB 1621 PG 18, ORB 1632 PG 207 ORB 1713 PG774

Prior Year(s) Taxes Due

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

PAY IN U.S. FUNDS TO BOB M⁴KEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

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LAKE COUNTY GENERAL	4,980	0	4,980	4.7309	23,5
AMBULANCE MSTU	4,980	0	4,980	0.3853	1.9
ENVIRON LAND PURCHASE	4,980	0	4,980	0.1900	0.9
LAKE CO SCHOOL BOARD					
CURRENT	4,980	0	4,980	5.8200	28.9
CAPITAL OUTLAY	4,980	0	4,980	1.5000	7.4
CITY OF GROVELAND	4,980	0	4,980	5.6000	27.89
ST JOHNS WATER MGMT	4,980	0	4,980	0.3313	1.6
LAKE CO WATER AUTH	4,980	0	4,980	0.2554	1,2
S LAKE CNTY HOSP	4,980	0	4,980	0.8000	3.9
		*****	TOTAL:	19.6129	\$97.6

NON-AD VALOREM ASSESSMENTS:	\$0.00
LEVYING AUTHORITY PATE	
NON-AD VALOREM ASSESSMENTS	

**COMBINED TAXES AND ASSESSMENTS: \$97.67** 

	1-4				
定しますよう主義 Cert #3529	If Received By	Jan 31, 2014	Feb 28, 2014	Mar 31, 2014	
		July 21, 2014	(160 20, 2014	.Mai 31, 2014	- 4
回回 5 / Bidder #9093	Please Pav	\$143.60	¢145 44	144475	- 1
Established Diddel # 2023	TICUDO LOY	\$143.00	3143,44	\$147,27	- 1
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#### BOB MSKEE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

833 ROBINSON ST

LAKE COUNTY TAX COLLECTOR 2012 Delinquent Real Estate

PAY IN U.S. FUNDS TO BOB MEKEE, TAX COLLECTOR . PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

Cert #3529	If Received By	Jan 31, 2014	Feb 28, 2014	Mar 31, 2014
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Prior Year(s) Taxes Due		•	833 ROBINSON ST	

PACE LATASHA QUENTAWN THOMAS 834 ROBINSON ST GROVELAND, FL 34736

GROVELAND, SHAKY LAKE REPLAT SUB LOTS 18, 19, BLK B PB 8 PG55ORB 33 PG 64, ORB 1621 PG 18, ORB 1632 PG 207 ORB 1713 PG774

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

ACCOUNT NUMBER ESCROW C	ODE ALTIERIAME REV	San Die Kalings weren zu der
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# **BOB MSKEE**

### NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR

2013 Real Estate

ACCOUNT NUMBER ESCROW CODE	ALTERNATE KEY	MILLEACHE COLDE
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PACE LATASHA QUENTAWN THOMAS 834 ROBINSON ST GROVELAND, FL 34736 833 ROBINSON ST

GROVELAND, SHAKY LAKE REPLAT SUB LOTS 18, 19, BLK B PB 8 PG55ORB 33 PG 64 ORB 1621 PG 18 ORB 1632 PG 207 ORB 1713 PG 774

Prior Year(s) Taxes Due



# PAY IN U.S. FUNDS TO BOB M⁴KEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

AD VALOREN TAXES					
TAXING AUTHORITY	ACCESCED VALUE DE EXCUPA	TOWARD TAX	ABLE VALUE : NA	LAGE AATE TAX	ES REVIER
LAKE COUNTY GENERAL	4,482	0	4,482	4.7309	21.20
AMBULANCE MSTU	4,482	O	4,482	0.3853	1.73
ENVIRON LAND PURCHASE	4,482	0	4,482	0.1900	0.85
LAKE CO SCHOOL BOARD					
CURRENT	4,482	0	4,482	5.6700	25,41
CAPITAL OUTLAY	4,482	0	4,482	1.5000	6,72
CITY OF GROVELAND	4,482	0	4,482	5.4700	24.52
ST JOHNS WATER MGMT	4,482	0	4,482	0.3283	1.47
LAKE CO WATER AUTH	4,482	0	4,482	0.2554	1.14
S LAKE CNTY HOSP	4,482	0	4,482	0.7900	3,54
	•				
	******************		TOTAL:	19.3199	\$86.58

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY RATE	AMOUNT
	,
	İ
NON-AD VALOREM ASSESSMENTS:	\$0.00

# **COMBINED TAXES AND ASSESSMENTS: \$86.58**

原達:可達到 Nov 30, 2013	Dec 31, 2013	lan 31, 2014	Feb 28 2014	Mar 31, 2014
	(	, 3011 517 201 1	100 20, 2014	LIDI OTY COTA
\$83.12	\$83.98	\$84.85	\$85.71	\$86.58

# BOB McKEE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR

2013 Real Estate

PAY IN U.S. FUNDS TO BOB MEKEE, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

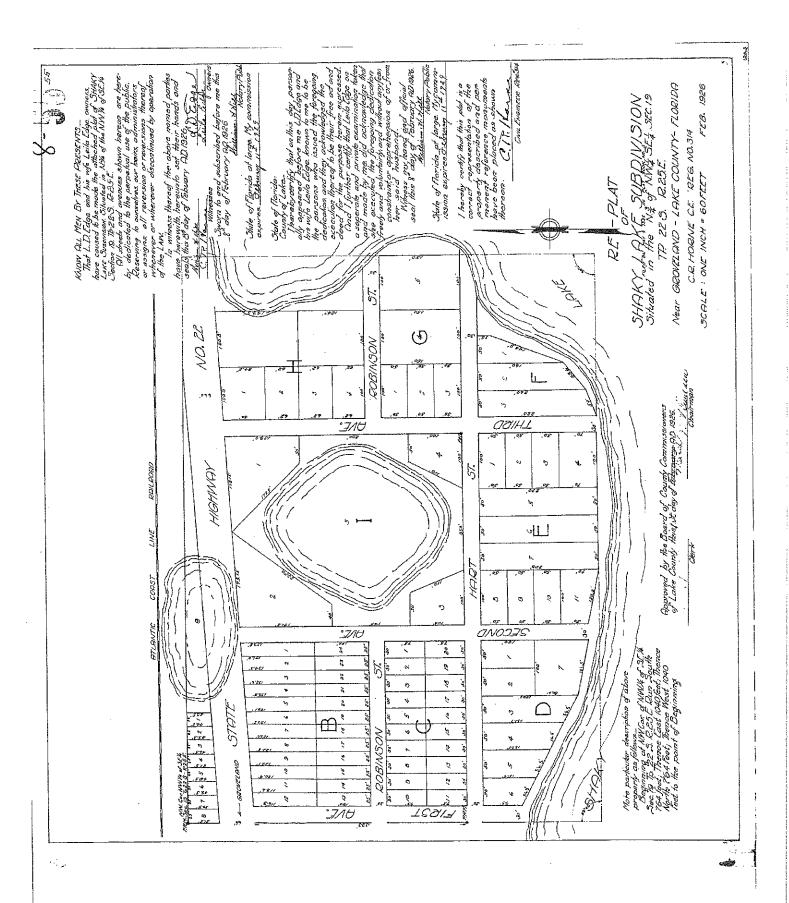
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Please Pay \$83.12	\$83.98	\$84.85	\$85.71	\$86.58	
Prior Year(s) Taxes Due			833 ROBINSON ST		

PACE LATASHA QUENTAWN THOMAS 834 ROBINSON ST GROVELAND, FL 34736

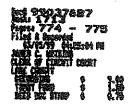
GROVELAND, SHAKY LAKE REPLAT SUB LOTS 18, 19, BLK B PB 8 PG55ORB 33 PG 64 ORB 1621 PG 18 ORB 1632 PG 207 ORB 1713 PG 774

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THIS INSTRUMENT PREPARED BY AND RESERVEO: W. SCOTT WYNN, ESQUIRF P. O. BOX 447 GROVELAND, PLORIDA 34736 PARCEL I.D. NO:



#### **OUIT CLAIM DEED**

WITNESSETH:

Book 1713 Page 774

that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quit claims unto the said party of the second part all of the right title interest, claim and demand which the said party of the first part has in and to the following described lot, pieces or parcel of land, situate, lying and being in the County of Lake, State of Florida, to wit:

Lots 18 and 19, Block B, as represented on the Map or Plat of SHAKY LAKE SUBDIVISION, duty filed and recorded in Plat Book 8, Page 55, Public Records of Lake County, Florida.

THIS PROPERTY DOES NOT REPRESENT THE HOMESTEAD OF GRANTOR NOR IS IT CONTIQUOUS TO THE GRANTOR'S HOMESTEAD.

AT THE REQUEST OF THE PARTIES, this Deed was prepared without a title search, and the legal description was supplied by the parties. The preparer of this instrument assumes no liability for the state of the title or any inaccuracy of the legal description.

TO HAVE AND TO HOLD, the same together with all and singular the appartenances thereunto belonging or in anywise appartaining, and all the estate, right, title, interest and claim whatasever of the said party of the first part, either in law or equity, to the only proper use, benefit and beloof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereauto set their hand and seal the day and year first above written.

Signed, seeled and delivered in the presence of:

Witness: Diana G Kuhanka

Vitacse: Jann Cox

SOIAGOMAS

STATE OF FLORIDA COUNTY OF LAKE

ехргенияй.

WITNESS my hand and official soul in the county and state lest afterested this \_\_\_\_\_\_day of April, 1999.

Many

Dyana Ceihaerg Dyana Ceihaerg Hotary Freicharte of Florida Cordineon No. Clysea Cordineon No. Clysea

NOTARY PUBLIC
Diana G. Kubanake
My Commission

Grove Land P.D D 408 W. orange st. Cruve Land FL 34736

CODE ENFORCEMENT BOARD OF THE CITY OF GROVELAND, FLORIDA

AttN: of BAKER

COMPLAINANT NO. G01-10-555

CITY OF GROVELAND Petitioner

Latashia Thomas Pace 834 Robinson Street Groveland, Fl. 34736 Respondent

2002009104 CFN Bk 02061 Pg 0595; (1pg) DATE: 01/25/2002 09:43:45 AM JAMES C. WATKINS, CLERK OF COURT

LAKE COUNTY RECORDING FEES 5.00

ORDER IMPOSING PENALTY/LIEST FUND 1.00

THIS CAUSE came on for public hearing before the board on 01-14-02, after due notice to Respondent, evidence, and issued its finding of Fact and Conclusions of Law and thereupon issued its oral Order which was reduced to writing and furnished to Respondent.

Said Order required respondent to take certain corrective action by a time, as more specifically set forth in that order.

An Affidavit of Non-Compliance, bearing the date of 01-14-02, has been filed with the board by the code inspector, which Affidavit certified under oath that the required corrective action has not been taken as ordered.

Accordingly, it having been brought to the Board's Attention that Respondent has not complied with the Order dated 01-14-02, it is hereby

ORDERED that Respondent pay the City of Groveland a fine in the amount of \$25.00 for each and every day the violation exist and continues to exist at 833 Robinson St, further described as Parcel 19-22-25-150000B01800 Legal Description, GROVELAND, SHAKY LAKE SUB LOTS 18,19, BLK B, ORB 33 PG 64, ORB 1621 PG 18, ORB 1632 PG 207, ORB 1713 PG 774 past the 13th day of November 2001, which was the date previously set by the Board's Order for compliance. This order can be recorded and shall constitute a lien against the above described person and property pursuant to section 162.09, F.S.

DONE AND ORDERED this 16 day of Joacon y, 2001, at Groveland, Lake County, Florida.

> CODE ENFORCEMENT BOARD OF THE CITY OF GROVELAND, FLORIDA

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Order Imposing Penalty has been furnished by mail/personal service to Respondent to Sanden Lie at 874 Robinson st.

this 23 / day of Januar

Special Master

TRUE COPY:

CITY MANAGER

# RETURN TO GROVELAND POLICE DEPARTMENT **408 WEST ORANGE STREET GROVELAND, FLORIDA 34736**

CITY OF GROVELAND,

Petitioner.

RECORDING FEES 18.50

Vs.

COMPLAINT NO. G09-07-1002

Latasha Thomas-Pace, Respondent,

#### ORDER IMPOSING PENALTY/LIEN

THIS CAUSE came on for public hearing before the Special Magistrate on 9 November 2009, after due notice to Respondent, evidence, and issued its Finding of Fact, Conclusions of Law and Order, thereupon issued its oral Order which was reduced to writing and furnished to Respondent.

Said Order required respondent to take certain corrective action by a time, as more specifically set forth in that order.

An Affidavit of Non-Compliance, bearing the date of 24 February 2010, has been filed with the board by the code inspector, which Affidavit certified under oath that the required corrective action has not been taken as

Accordingly, it having been brought to the Code Enforcement Special Magistrate's attention that Respondent has not complied with the Order dated 20 November 2009, it is hereby

ORDERED that Respondent pay the City of Groveland \$114.50 in Administrative costs and a fine in the amount of TWO THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$2,600.00) accrued through March 8, 2010. The fine continues to accrue at the rate of \$25.00 per diem for each and every day the violation continues to exist at 833 Robinson Street, Groveland, Lake County, Florida, further described as Parcel # 19-22-25-150000B01800, legal description: GROVELAND, SHAKY LAKE REPLAT SUB LOTS 18, 19, BLK B PB 8 PG 55 ORB 33 PG 64, ORB 1621 PG 18, ORB 1632 PG 207 ORB 1713 PG 774. This order can be recorded and shall constitute a lien against the above described person and property pursuant to section 162.09, F.S.

DONE AND ORDERED this 10th day of March, 2010, at Groveland, Lake County, Florida.

t t	Special Ma	rgistrate	that a true and commail/personal	he above a to day of _	and foregoing Or Respondent	rder Impo: By:	sing Penalty ha CERTIFIEI _, 2010.
			·				

Pursuant to the provisions of Chap. 286, F.S., Sec. 286,0105, if a person decides to appeal any decision made by this body with respect to any matter

considered at this meeting, he or she will need a record of the proceedings, and that for such purposes, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is based and is advised to make such arrangements at his or her own expense. YOU MAY APPEAL THIS ORDER WITHIN THIRTY (30) DAYS TO THE CIRCUIT COURT, TAVARES, FLORIDA (FLORIDA STATUTE 162.11).

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT, IN AND FOR LAKE COUNTY, FLORIDA

CASE NUMBER:

00-641CA

IN RE: The Marriage of

LATASHA QUENTAWN PACE Petitioner.

and

02 2000 63980

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STEVEN AUREALJUS PACE Respondent.

Book 1846 Page

OF HI ST II OF

# FINAL JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come on to be heard upon the Wife's Petition and this Court having heard testimony given, the evidence presented, and otherwise being fully advised in the premise hereby; the Court makes the following:

FINDINGS OF FACT

- 1. <u>RESIDENCY:</u> The Petitioner, LATASHA QUENTAWN PACE, has been a resident of the State of Florida for more than six months prior to filing this Petition for Dissolution of Marriage.
- THE MARRIAGE: The Petitioner, LATASHA QUENTAWN PACE, and the Respondent, STEVEN AUREALIUS PACE, were matried to each other on March 18, 1994, and lived together as husband and wife in the State of Florida until their separation.
- 3. <u>IRRETRIEVABLY BROKEN:</u> The marriage between the parties is irretrievably broken.
- 4. PROPERTY AND DEBTS: The parties have no real or personal property or debts which need to be equitably divided. The Financial Affidavit for each party is attached.
- MILITARY SERVICE: Neither party is an active member of the military service.

FINAL JUDGMENT CONTD.
Page 2 of 3

Book 1846 Page 1640

- 6. <u>CHILDREN:</u> There are four minor child, JOSHUA T. PACE, JARRED T. PACE, JUSTIN T. PACE AND JALYN THERESA PACE, who were born into this marriage on July 14, 1989, November 14, 1994, August 7, 1998 and September 20, 1999. The parties have come to an agreement regarding the matter of visitation and will leave the matter of support up to the discretion of this Honorable Court. In consideration of the mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree to the following:
- A. The Husband and Wife shall share joint legal custody for the minor children. Both parties shall retain full parental rights and responsibilities. Both parties shall confer with one another so that major decisions affecting the best interests and welfare of the children may be determined jointly, when reasonably possible. We further agree that LAFASHA QUENTAWN PACE shall have sole physical custody of the children.
- B. Each party shall have full access to the children's medical, dental, or school records. The parties shall consult with one another with regards to all medical and educational matters including religious education and training.
- C. The parties also agree in an equitable fashion the children's birthdays, holidays and all vacations. Furthermore, the parties agree to allow the other parent to have a frequent and liberal visitation with the children.

Both parties are recquired to immediately inform the Clerk of the Circuit Court at the above address of any change of name or address. In addition, the payor shall also inform the Clerk in writing of any change of employment or other source of income, supplying the name of the employer, income source and mailing address.

8. Any other such relief as this Court deems just and proper under the circumstances.

Book 1846 Page 1641

FINAL JUDGMENT CONTD.
Page 3 of 3

# IT IS THEREFORE ORDERED AND ADJUDGED

9. <u>DISSOLUTION:</u> The legal bonds of marriage between the Husband and Wife are hereby dissolved.

ORDERED in Chambers this 26 day of July , 1999 in Tavarea Lake County, Florida.

Circuit Court Judge, Lake Columy

# 

CFN 2004112078
Bk 02639 Pg 0861; (1pg)
DATE: 08/18/2004 10:54:49 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.80

CFN 2004096759
Bk 02618 Pg 0108; (1pg)
DATE: 07/20/2004 10:16:51 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COURTY
RECORDING FEES 0.00

IN THE COUNTY COURT IN AND FOR LAKE COUNTY, FLORIDA

CASE NO. 2004 SC 000560

DISCOVER BANK, ISSUER OF THE DISCOVER CARD

Plaintiff,

VS.

LATASHA Q THOMAS-PACE

Defendant(s).

# FINAL JUDGMENT

THIS CAUSE having come before the Court on Plaintiff's Affidavit of Non Payment and the Court having reviewed the pleadings and being otherwise duly advised in the premises, it is,

ORDERED and ADJUDGED that Plaintiff, DISCOVER FINANCIAL SERVICES, shall recover from the Defendant(s), LATASHA Q THOMAS-PACE, the sum of \$3264.39 on principal and costs in the sum of \$126.50 making a total of \$3390.89 that shall bear interest at the rate of 7% per year for all of which let Execution issue forthwith.

DONE and ORDERED, in Lake County, Florida this

. 2004.

JU.

A Plaintiff's Address:

DISCOVER BANK, ISSUER OF THE DISCOVER CARD, 3311 MILL MEADOW DRIVE,

HILLIARD OH 43206.

Account No: 6011004870648165

The quality of this image is equivalent to the quality of the original document.

Copies furnished to: ge

Josie A. Gregory, Esquire, Zakheim & Associates, P.A., 5310 Northwest 33rd Avenue, Suite 100, Fort Lauderdale, Florida 33309

LATASHA Q THOMAS-PACE, 833 E ROBINSON ST, GROVELAND FL 34736-2639 261-75-1500

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

File Number: 3000007058.001

STATE OF FLORIDA COUNTY OF LAKE I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this office.

JAMES C. WATKINS, Clerk Circuit Court

By Deputy Clerk

Dated 8/18/04

Book2618/Page108

CFN#2004096759

Page 1 of 1

Book2639/Page861

CFN#2004112078

Page 1 of 1



# REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** February 20, 2014

<b>AGENDA ITEM:</b>	
PREPARED BY:	James Huish, Public Services Director
DATE:	January 29, 2014
DESCRIPTION:	Bid Results – Eagle Ridge Reclaimed Water System – Phase II

# BACKGROUND:

This project is for the installation of approximately 8,700 feet of 12" reclaim water main on SR50 from Regatta Drive to Waterside Pointe Drive. Fourteen bids were received for the project. Boykin Construction was the low bidder and was found to be qualified for this project.

**STAFF RECOMMENDATION:** Award the contract to Boykin Construction for the Eagle Ridge Reclaimed Water System – Phase II Project

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	3
SECOND BY:	



January 28, 2014

City of Groveland Mr. James Huish Director of Public Services 156 South Lake Avenue Groveland, FL 34736

Via email: james.huish@groveland-fl.gov

RE: Eagle Ridge Reclaimed Water System - Phase II

**Bid Review** 

City of Groveland Bid No. 2013-12-01

AMEC Project No. 600094.16

Mr. Huish:

AMEC has completed a review of the contractor bids for the Eagle Ridge Reclaimed Water System – Phase II project. The lowest cost bid was in the amount of \$503,868.25, received from Boykin Construction, Inc.

Boykin Construction, Inc.'s bid was evaluated for completeness. There were no observed deficiencies in the bid other than the omission of the Non-Collusion Affidavit of Subcontractor forms. Boykin listed two City of Clermont roadway and utility projects as references. Mr. Freddy Suarez, Purchasing Manager, was listed as the contact person for both projects. AMEC contacted Mr. Suarez who spoke of Boykin positively. Mr. Suarez suggested that we contact Mr. Stoney Brunson, the City of Clermont Public Works director, who was directly involved in the reference projects listed. Mr. Brunson also spoke very positively of Boykin.

A review of information available on the State of Florida's Business and Professional Regulation (BPR) website indicates that there have been no complaints against the license number held by Boykin. It was noted that Boykin Construction, Inc. is prequalified by FDOT for drainage, grading, and flexible paving work.

In the opinion of the engineer, Boykin Construction, Inc. was found to be a qualified bidder for this project. Should the City pursue contract negotiations with Boykin, the Non-Collusion Affidavit of Subcontractor forms should be provided.

If you have any questions or concerns, please feel free to contact us.

Thank you.

AMEC Environment & Infrastructure, Inc.

Mark J. Frederick, P.E., CFM

Mak Falk

**Project Engineer** 

MJF:tjm

AMEC Environment & Infrastructure, Inc. 2000 E. Edgewood Drive, Suite 215 Lakeland, FL 33803 Tel (863) 667-2345 Fax (863) 667-2662

www.amec.com



# REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** February 20, 2014

**AGENDA ITEM:** 

**PREPARED BY:** Anita Geraci-Carver

**DATE:** February 7, 2014

**DESCRIPTION:** Marina Del Rey – Lift Station Agreement

**BACKGROUND:** When the owner and developer planned for the development they provided for a lift station which will handle more capacity than is required by the City for the planned development. The owner would like the opportunity to receive payment from other property owners who tie into the lift station as a reimbursement. The Lift Station will be oversized from capacity sufficient for 120 single family detached units which is equivalent to 120 Equivalent Residential Units (ERUs) as adopted by the City to 683 ERU's. The utility department concurs that having one lift station serving multiple developments rather than multiple lift stations is beneficial to the City.

The Lift Station Agreement provides for the City to let other owners/developers know of the ability to tie into this lift station, and if other owners/developers do tie in, then the City will collect \$292.83 per ERU served by the lift station from the owner/developer. This is in addition to the City's impact fee and other charges. The additional amount collected will be remitted to Robert and Mary Wolf. The total cost of the Lift Station is \$200,000.00. The owner will be eligible, but not guaranteed, to receive up to the sum of \$128,259.54 for the Oversizing. The owner and developer understand there is no guarantee others will connect.

The City will collect the additional fee and remit it to owner for a period of 7 years or until \$128,259.54 has been remitted whichever occurs first.

The lift station and the property it is constructed on is being conveyed to the City via a deed and bill of sale. In accordance with the City's Code the Developer will provide a 2 year maintenance bond to cover the lift station improvements. A copy of the maintenance bond is attached for your information.

STAFF RECOMMENDATION: Approve Lift Station Agreement

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"The city with a future, watch us grow!"

THIS INSTRUMENT PREPARED BY: James H. McNeil, Jr., Esq. AKERMAN LLP 420 South Orange Avenue, 12th Floor Orlando, Florida 32801

AFTER RECORDING RETURN TO: CITY OF GROVELAND 156 S. Lake Avenue

Groveland, Florida 34736 Attn:

# MARINA DEL REY-PHASE 2 LIFT STATION AGREEMENT

THIS LIFT STATION AGREEMENT (the "Agreement") is made this 15<sup>47</sup> day of November, 2013, by and between the CITY OF GROVELAND, FLORIDA, a Florida municipality (the "City") and RONALD W. WOLF, a married man, and MARY G. WOLF, an unremarried widow, as tenants in common (collectively, the "Developer").

# RECITALS:

- A. The Developer is the developer and owner in fee simple of that certain real property generally located in Groveland, Lake County, Florida, being more particularly described on Exhibit "A" (the "Subject Property"); and
- B. The Developer desires to develop the Subject Property as a residential subdivision to be known as Marina del Rey—Phase 2 consisting of a total of 120 single family detached residential units and related amenities and infrastructure (the "Project"); and
- C. Development of the Project remains subject to certain approvals by the City, including, but not limited to, final plat approval, and issuance of building permits; and
- D. Developer acknowledges that there were inadequate wastewater facilities and infrastructure existing on the Subject Property to adequately serve the Project; and
- E. The Developer acknowledges that the construction of the improvements described herein, which are necessary to serve the Project and the Subject Property, will be of direct benefit to the Developer and the Subject Property; and
- F. In conjunction with the Developer's development of the Subject Property, the Developer determined it to be in Developer's and Project's best interest to "oversize" the sanitary sewer lift station installed for the Project (i.e., that portion of the capacity

- of the lift station that exceeds the minimum standards for the Project as established by the City, with said oversizing at times referred to herein as "Oversizing"); and
- G. Said Oversizing, while not required by the City, will provide benefits to the City such as providing wastewater services in a more cost-effective manner and to promote the convenience, comfort, public interest, and general welfare of the citizens of the City in meeting future local needs; and
- H. Because the Oversizing will benefit the City in meeting future local needs, City and Developer have agreed, as more particularly set forth herein, that at the time owners/developers of properties adjacent to the Subject Property seek City approvals, the City will advise such owners/developers of the available capacity in the Project's lift station and will remit certain funds collected by City, if any, from future developer(s) who elect to tie into the Project's lift station and utilize the additional capacity created by the Oversizing to Developer for the additional costs associated with the Oversizing, as provided for in this Agreement; and
- I. The Developer, or its independent contractors, has installed as of the Effective Date hereof, an oversized sanitary sewer lift station, in consideration of City's agreement to advise future developers of the additional capacity available and to remit certain funds to Developer if others tie into the Project's lift station; and
- **J.** The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the Oversizing.

**NOW, THEREFORE**, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

- 1. Recitals. The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.
- 2. Lift Station. As of the Effective Date, the Developer has constructed the sanitary sewer lift station (the "Lift Station"). Developer has chosen to Oversize the required Lift Station thereby creating an opportunity, but not a guarantee, for Developer to be repaid for Oversizing. The parties acknowledge that (i) the Lift Station will be oversized from capacity sufficient for 120 single family detached units which is equivalent to 120 Equivalent Residential Units (ERUs) as adopted by the City to 683 ERU's; (ii) the total cost of the Lift Station was \$200,000.00; (iii) Developer has already utilized, in an adjacent development, 125 ERUs; and (iv) Developer will be eligible, but not guaranteed, to receive the sum of \$128,259.54 for the Oversizing as provided herein.
- 3. Payment. As properties nearby the Subject Property are sought to be developed, upon application by any owners/developers of nearby properties, City will advise such owners/developers of the opportunity to connect to the Lift Station. From any owner/developer who elects to connect to the Lift Station the City shall collect from the

owners/developers and remit to Developer the sum of \$292.83 per ERU served by the Lift Station, excluding the Project. The City shall collect and remit such payment to Developer prior to issuance of any development permits for such nearby properties electing to connect to the Lift Station. City's obligation to collect and remit funds to Developer shall cease on the earlier of (a) City remitting \$128,259.54 in funds collected as provided above to Developer, or (b) seven (7) years from the Effective Date. Developer agrees and acknowledges if no owners/developers elect to connect to the Lift Station, City will not compel such connection. Developer further agrees and acknowledges that City is not liable to reimburse or pay Developer for the Lift Station.

- 4. Conveyance. On or prior to recording of the plat for the Project, the Developer shall execute and deliver to the City a bill of sale conveying the Lift Station to the City as well as a warranty deed to the tract on which the Lift Station is constructed with a current certificate of title.
- 5. Notices. Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and the Developer at the following addresses or at such other addresses designated in writing by the party to receive notice.

City:

City Manager
City of Groveland
156 S. Lake Avenue

Groveland, Florida 34736

With a copy to:

Anita Geraci - Carver, Esq.

1560 Bloxam Avenue Clermont, Florida 34711

Developer:

Ronald W. Wolf 1383 State Route 30 Clinton, PA 150265

With a copy to:

Akerman LLP

Attn: James H. McNeil, Jr., Esq. 420 South Orange Avenue, Suite 1200

Orlando, FL 32801

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date delivery is made or attempted and refused; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail. Notices or communications to or from a party's attorney shall be deemed to be to or from that party.

- 6. Attorney's Fees. In any lawsuit between the parties relating to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith, including, but not limited to, attorneys' fees, paralegals' fees and expenses incurred prior to trial, at trial, on appeal and in post judgment and administrative proceedings, from the non-prevailing party.
- 7. Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.
- 8. Interpretation. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.
- 9. Binding Effect and Successors. The rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. In the event of the assignment of this Agreement, or the conveyance or transfer of the Subject Property, or any part thereof, the Developer shall be and remain liable for performance of the obligations under this Agreement until such time as a written release is obtained from the City, in the City's sole discretion except in the event all obligations under this Agreement have been completed, in which case no such release shall be required. Notwithstanding the foregoing, this Agreement shall not create any rights or obligations on the part of third-party purchasers of any platted lots within the Subject Property. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.
- 10. Authority. Each party represents and warrants to the other parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns.
- 11. Effective Date. This Agreement shall become effective upon execution by all parties (the "Effective Date").
- 12. Amendment. Except as otherwise provided herein, this Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and the Developer.

- 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Lake County, Florida.
- 14. Captions. The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.
- 15. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties of this Agreement, any right, remedy, or claim with respect to this Agreement.
- 16. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

SIGNATURES ON FOLLOWING PAGES

AGREED by the City Council of the City of Groveland, Florida, a Florida municipality and RONALD W. WOLF, a married man, and MARY G. WOLF, an unremarried widow, as tenants in common, as of the day first written above.

Signed, sealed and delivered in the presence of:	"CITY"
•	CITY OF GROVELAND, FLORIDA
	By:
Print Name:Witness	TIM LOUCKS, MAYOR
Print Name:	
Witness	
	ATTEST:
	By: TERESA BEGLEY, CITY CLERK
STATE OF FLORIDA COUNTY OF LAKE	
The foregoing instrument was sw. 2013. I	yorn to, signed and acknowledged before me this by Tim Loucks, as the Mayor, of the CITY OF
	sonally known to me, or has produced a valid driver's
Notary Public, State and County Afore. Name:	said
My Commission Expires: My Commission Number is:	

¥ C.R.C.B	GLOJ EK
By:	Knall world
R	ONALD W. WOLF
STATE OF FLORIDA Pennsylvania. COUNTY OF Allegheny	
	sworn to and acknowledged before me this olf. He (check one) is personally known to identification.
COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Kelly A. Campbell, Notary Public Findlay Twp., Allegheny County My Commission Expires Jan. 20, 2014  Member, Pennsylvania Association of Notaries	Notary-Public, State and County Aforesaid Name: hely H. Compbell My Commission Expires: 120/19 My Commission Number is: 120/19
Ву: _	Mary G. Wolf
Movember 15, 2013 by Mary G. Wolfme, or has produced a valid driver's license as i	sworn to and acknowledged before me this f. She (check one) is personally known to identification.  Notary Public, State and County Aforesaid Name: Achy A. Campbell My Commission Expires: 12014 My Commission Number is: 1221216

### **EXHIBIT "A"**

### Subject Property

A PORTION OF TRACT 59 LYING IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST, GROVELAND FARMS AND PORTIONS OF TRACTS 6, 7, 10 AND 11 LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 25 EAST, GROVELAND FARMS, ALL ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 10, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 16, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 5, MARKED BY A 6"X6" CONCRETE MONUMENT WITHOUT IDENTIFICATION; THENCE RUN N00°01'44"E ALONG THE WEST LINE OF TRACT 60 OF SECTION 9, 227.20 FEET; THENCE RUN N89°47'48"E, 774.72 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N89°47'48"E, 430.28 FEET; THENCE RUN S00°12'12"E, 590.00 FEET; THENCE RUN N89°47'48"E, 774.53 FEET, TO THE EAST LINE OF SAID TRACT 7; THENCE RUN S00°02'15"E, ALONG THE EAST LINE OF SAID TRACTS 7 AND 10, 960.00 FEET TO THE SOUTHEAST CORNER OF TRACT 10; THENCE RUN S89°47'48"W ALONG THE SOUTH LINE OF SAID TRACT 10, 659.93 FEET, TO THE EAST LINE OF MONUMENTED TRACT 22, SAID GROVELAND FARMS; THENCE RUN N00°03'44"W, ALONG THE EAST LINE OF SAID TRACT 22, 2.95 FEET, TO THE NORTHEAST CORNER OF SAID MONUMENTED TRACT 22; THENCE RUN S89°53'55"W, ALONG THE MONUMENTED NORTH LINE OF SAID TRACT 22, 553,77 FEET; THENCE RUN N00°12'12"W, 171.07 FEET; THENCE RUN N89°47'48"E, 20.63 FEET; THENCE RUN N00°12'12"W, 50.00 FEET; THENCE RUN N89°47'48"E, 115.00 FEET; THENCE RUN N00°12'12"W, 1150.00 FEET; THENCE RUN S89°47'48"W, 115.00 FEET; THENCE RUN N00°12'12"W, 50.00 FEET; THENCE RUN S89°47'48"W, 8.97 FEET; THENCE RUN N00°12'12"W, 125.00 FEET TO THE POINT OF BEGINNING.

### MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Maronda Homes, Inc. of Florida, a Florida corporation, as Principal, and Atlantic Specialty Insurance Company, a New York corporation, authorized to do business in the State of Florida, hereinafter referred to as "Surety", are held and firmly bound unto the CITY OF GROVELAND, Florida, hereinafter referred to as "CITY" in the sum of One Hundred Eighty Four Thousand, Six Hundred Fifty Two and 00/100 (\$184,652.00) for the payment of which we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has constructed certain improvements, including paving, curbs, stormwater, sanitary, water, and reuse lines and facilities, and signage, and miscellaneous improvements as more particularly set forth on the Cost Estimate prepared by June Engineering Consultants, Inc. attached hereto as Exhibit A, in that certain development described as Marina Del Rey - Phase 2A.

WHEREAS, pursuant to the City of Groveland Code, the aforesaid improvements were made pursuant to certain plans and specifications approved on November 25, 2003, with revision on September 10, 2004, filed with the CITY;

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from the date of recording the Plat of Marina Del Rey – Phase 2A in the public records of Lake County, Florida;

NOW, THEREFORE, the condition of this obligation is such that PRINCIPAL shall promptly and faithfully protect the CITY against any defects and correct any defects resulting from faulty materials or faulty workmanship of the aforesaid improvements, shall maintain said improvements, and shall correct, repair and otherwise maintain said improvements for a period of two (2) years from the date of recording the Plat of Marina Del Rey – Phase 2A in the public records of Lake County, Florida;

The CITY shall notify PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default will forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related hereto, including but not limited to, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs. Should the SURETY fail

or refuse to correct said defects or perform the required maintenance, the CITY in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the plat of said development, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and/or (2) to perform the required maintenance in case the PRINCIPAL and/or SURETY shall fail or refused to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and SURETY, shall be jointly and severally obligated hereunder to reimburse the CITY the total costs thereof, including but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to correct said defects or maintain said improvements.

### ADDRESSES FOR NOTICE ARE AS PROVIDED BELOW:

City Manager City of Groveland 156 S. Lake Avenue Groveland, Florida 34736

PRINCIPAL: Maronda Homes, Inc. of Florida 3993 West First Street

Sanford FL 32771

SURETY:

Atlantic Specialty Insurance Company 150 Royall Street Canton MA 02021

Signed, sealed and dated this 3 day of February 2014.

Principal		(seal)
M	aronda Homes, Inc. of Florida	
Ву:		
Date:	215/14	
Address.	3003 West First Street	

Address: 3993 West First Street Sanford FL 32771 Surety

Atlantic Specialty Insurance Company

Karen M. Amato, Attorney-in-Fact

Date: February 3, 2014

Address:

(Agent) Wells Fargo Insurance Services USA Inc. 444 Liberty Avenue, Suite 1500

Pittsburgh PA 15222

Attach Power of Attorney to this Bond



### Power of Attorney

No. 2004684

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: Karen M. Amato, Zachary L. Mendelson, Kathleen M. Kuremsky, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: twenty-five million dollars(\$25,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer"), may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this ninth day of October, 2012.

STATE OF MINNESOTA HENNIPEN COUNTY

Ву

Paul H. McDonough, Senior Vice President

Paul & McL

On this ninth day of October, 2012, before me personally came Paul H. McDonough, Senior Vice President of ONEBEACON INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ONEBEACON INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3

day of February 2014

This Power of Attorney expires October 1, 2014



Virginia McCarthy, Secretary

11. S. Shir

# Marina Del Rey Subdivision - Phase 2

Cost Estimate

Prepared by: June Engineering Consultants, Inc.
14 5. Main Street
Winter Garden, FL. 34787

<ul> <li>Certificate of Authorization No. 00008507</li> </ul>
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Winter Garden, FL. 34787  Date: 12/9/2013				
Description	QTY	Units	Unit Price	Total
Paving				
12" Stabilized Subgrade	10,605	SY	\$1.80	\$19,089.00
6" Limerock Base	12,360	SY	\$6.11	\$75,519.60
1.5" Type S-1 Asphalt	12,360	SY	\$9.90	\$122,364.00
<u>Curbs</u>				
Miami Curb	11,000	LF	\$9,50	\$104,500.00
Valley Gutter	700	LF	\$14.00	\$9,800.00
<u>Stormwater</u>			•	
Discharge Structure	*	EA	\$3,500.00	\$3,500.00
"P-5" Storm Inlet	6	EA	\$2,300.00	\$13,800.00
"P-6" Storm Inlet	3	EΑ	\$2,600:00	\$7,800.00
"J-7" Manhole	5	EA	\$3,000.00	\$15,000.00
Mitered End Section	2	EA	\$950.00	\$1,900.00
18" RCP	1,464	LF	\$27.00	\$39,528.00
24" RCP	1,072	LF	\$34.00	\$36,448.00
30" RCP	80	LF	\$45.00	\$3,600.00
Sanitary				,, ,,,,,,
Sanitary Drop Manhole	3	EA	\$1,000.00	\$3,000.00
Sanitary Manhole (0-6 ft)	7	EA	\$2,100.00	\$14,700.00
Sanitary Manhole (6-10 ft)	. 1	EA	\$2,300.00	\$2,300.00
8" PVC SDR35 Sanitary Sewer	2,840	LF	\$16.00	\$45,440.00
Sanitary Service Lateral (Single)	56	ΕA	\$500.00	\$28,000.00
Sanitary Service Lateral (Double)	15	EA	\$350.00	\$5,250.00
Water	٠,٣		Ψ000.00	ψ <b>υ</b> ;230.00
Jumper Assembly	1	EA	\$3,000.00	\$3,000.00
12" PVC Water Main	960	LF	\$26.00	\$24,960.00
12" DIP Water Main	180	LF	\$35.00	\$6,300.00
S" PVC Water Main	3,540	LF	\$18.00	\$63,720.00
8" DIP Water Main	360	LĖ	\$24.00	1
Fire Hydrant Assembly	6	ĒΑ	\$3,100.00	\$8,640,00
Fittings	. 4	LS	\$32,000.00	\$18,600.00
Blow Off	2	EA		\$32,000.00
Nater Service Lateral (Single)			\$400.00	\$800.00
Water Service Lateral (Double)	49	EA	\$450.00	\$22,050.00
ReUse Water	16	EA	\$300.00	\$4,800.00
8" PVC Reuse Water Main	4 400		Marin ma	010
B" DIP Reuse Water Main	1,100	LF	\$18.00	\$19,800.00
	540	LF	\$24.00	\$12,960,00
3" PVC Reuse Water Main	3,240	LF	\$13.50	\$43,740.00
5" DIP Reuse Water Main	360	LF	\$20.00	\$7,200.00

8" Valves	7	EA	\$1,100.00	\$7,700.00
6" Valves	15	EΑ	\$900.00	\$13,500.00
Fittings .	1	LS	\$18,000.00	\$18,000.00
Reuse Water Service Lateral (Single)	47	EA	\$450.00	\$21,150.00
Reuse Water Service Lateral (Double)	10	EΑ	\$300.00	\$3,000.00
Blow Off	2-	EA	\$400.00	\$800.00
<u>Miscellaneous</u>				
Sod	1	L\$	\$20,000.00	\$20,000.00
Seed & Mulch	· 1	LS	\$15,000.00	\$15,000.00
Striping & Signage	1	LS	\$4,000.00	\$4,000.00

Note: all the above costs are estimates and do not include Engineering, Surveying, or easement & Right-of-way acquisition. Since the consultant has no control over the cost of labor, materials, equipment, or over the contractors method of determining prices, the opinions of probable cost provided herein are made on the basis of our experience and qualifications. These opinions represent our best judgement as a consultants familiar with the construction industry. The design professional cannot guarantee that proposals, bids, or the construction costs will not vary from these opinions of probable costs.

12 9 / 13 Rohland A. June PE #41949



### REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 20, 2014

AGENDA ITEM:	a a
PREPARED BY:	Anita Geraci-Carver
DATE:	February 7, 2014
<b>DESCRIPTION:</b> City	Marina Del Rey - Conveyance of Real and Personal Property to

**BACKGROUND:** Simultaneously with this request the Council has for consideration the Plat of Marina Del Rey Phase 2. The City requires owners to convey certain improvements, infrastructure and real property within to a subdivision to the City. The following improvements within Marina Del Rey are being presented for the City to accept:

- 1. Utility system;
- 2. Roadway improvements;
- 3. Tract J, Marina Del Rey Phase 2 (Lift Station Tract); and
- 4. Tract L, Marina Del Rey Phase 2 (Access to Gaffney Park).

The owners have presented a Special Warranty Deed conveying Tract J, as well as Bills of Sale to convey all described improvements. The utility department has reviewed the description contained in the attached Bill of Sale and inspected the improvements, and is in concurrence with the staff recommendation to approve the documents for acceptance. A Certificate of Title was provided demonstrating title to Tract J and L is solely vested in Ronald W. and Mary G. Wolf.

Tract L is needed in order for the City to have legal access to Gaffney Park and was realized late in the process. Therefore, a deed for Tract L will be provided to Council in advance of the meeting or at the meeting, but was not available at the time of this staff report.

A maintenance bond in compliance with City Code is attached for your information. Approving the documents will legally transfer title of Tract J, Tract L and the infrastructure improvements to the City.

STAFF RECOMMENDATION: Recommend Approval of Documents and Acceptance of Property

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

### THIS INSTRUMENT PREPARED BY:

James H. McNeil, Jr., Esq. **AKERMAN LLP**420 South Orange Avenue, 12th Floor
Orlando, Florida 32801

# AFTER RECORDING RETURN TO: CITY OF GROVELAND

156 S. Lake Avenue Groveland, Florida 34736 Attn:

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 15<sup>th</sup> day of November, 2013, by RONALD W. WOLF, a married man, and MARY G. WOLF, an unremarried widow, as tenants in common, (hereinafter referred to as "Grantor"), whose post office address is 1383 State Route 30, Clinton, PA 150265, to and in favor of the CITY OF GROVELAND, a Florida municipal corporation (hereafter referred to as "Grantee"), whose post office address is 156 S. Lake Avenue, Groveland, Florida 34736.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships [including joint ventures], public bodies and quasi-public bodies.)

### WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lake County, Florida, viz:

Tract J, MAR	INA DEL REY	- PHASE 2, accordi	ng to the plat t	thereof as	recorded
in Plat Book	, Pages	through	, inclusive,	Public Re	ecords of
Lake County,	Florida;				

(the "Property");

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good, right and lawful authority to sell and convey the Property; that Grantor hereby warrants the title to the Property and will defend the same against the lawful

claims of all persons claiming by, through or under the Grantor, but not otherwise; and that the Property is free and clear of all encumbrances except taxes accruing subsequent to December 31, 2013; and zoning and other use restrictions, conditions or requirements now or hereafter imposed by governmental authorities.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name the day and year first above written.

Signed, sealed and delivered in the presence of:

| Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Condition | Co

Notarial Seal
Kelly A. Campbell, Notary Public
Findiay Twp., Allegheny County
My Commission Expires Jan. 20, 2014
Member, Pennsylvania Association of Notaries

{26548229;3}

Signed, sealed and delivered in the

Kelly A. Campbell, Notary Public Findiay Twp., Allegheny County My Commission Expires Jan. 20, 2014 Member, Pennsylvania Association of Notaries

presence of:

### BILL OF SALE

RONALD W. WOLF and MARY G. WOLF, whose post office address is 1383 State Route 30, Clinton, PA 150265 ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in lawful money of the United States of America, to Seller in hand paid by the CITY OF GROVELAND, a political subdivision of the State of Florida, and having its principal place of business at 156 S. Lake Avenue, Groveland, Florida 34736 ("Purchaser") the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign and deliver unto Purchaser the utility system including the complete water, wastewater, and reuse systems, including but not limited to all water mains, water services between mains and water meters, meters, fire hydrants, sewer mains, force mains, generator, and all sanitary sewer manholes, located in, upon or within the following real property known as MARINA DEL REY - PHASE 2, according to the map or plat thereof as recorded in Plat Book \_\_, Page \_\_, of the Public Records of Lake County, Florida, inclusive of the lift station and related improvements as located on Tract J of the plat for MARINA DEL REY - PHASE 2, AND roadway improvements including paving, curb, street signs, gutter, inlets, storm pipe, sidewalks and manholes lying within the real property known as MARINA DEL REY-PHASE 2, according to the map or plat thereof as recorded in Plat Book \_\_\_, Page \_\_\_\_, of the Public Records of Lake County, Florida (the "Property").

TO HAVE AND TO HOLD the same to Purchaser and its successors and assigns forever. Seller is the lawful owner of the Property and has full authority to sell the same. Seller will warrant and defend the sale made hereby unto Purchaser and Purchaser's successors and assigns, against all and every person or persons, whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this 15 day of 2013.
2013.
Lorall WWolf
Ronald W. Wolf
a second of the
Mary J. Noy
Marv G Wolf

### MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Maronda Homes, Inc. of Florida, a Florida corporation, as Principal, and Atlantic Specialty Insurance Company, a New York corporation, authorized to do business in the State of Florida, hereinafter referred to as "Surety", are held and firmly bound unto the CITY OF GROVELAND, Florida, hereinafter referred to as "CITY" in the sum of One Hundred Eighty Four Thousand, Six Hundred Fifty Two and 00/100 (\$184,652.00) for the payment of which we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has constructed certain improvements, including paving, curbs, stormwater, sanitary, water, and reuse lines and facilities, and signage, and miscellaneous improvements as more particularly set forth on the Cost Estimate prepared by June Engineering Consultants, Inc. attached hereto as Exhibit A, in that certain development described as Marina Del Rey - Phase 2A.

WHEREAS, pursuant to the City of Groveland Code, the aforesaid improvements were made pursuant to certain plans and specifications approved on November 25, 2003, with revision on September 10, 2004, filed with the CITY;

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from the date of recording the Plat of Marina Del Rey – Phase 2A in the public records of Lake County, Florida;

NOW, THEREFORE, the condition of this obligation is such that PRINCIPAL shall promptly and faithfully protect the CITY against any defects and correct any defects resulting from faulty materials or faulty workmanship of the aforesaid improvements, shall maintain said improvements, and shall correct, repair and otherwise maintain said improvements for a period of two (2) years from the date of recording the Plat of Marina Del Rey – Phase 2A in the public records of Lake County, Florida;

The CITY shall notify PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default will forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related hereto, including but not limited to, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs. Should the SURETY fail

or refuse to correct said defects or perform the required maintenance, the CITY in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the plat of said development, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and/or (2) to perform the required maintenance in case the PRINCIPAL and/or SURETY shall fail or refused to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and SURETY, shall be jointly and severally obligated hereunder to reimburse the CITY the total costs thereof, including but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to correct said defects or maintain said improvements.

### ADDRESSES FOR NOTICE ARE AS PROVIDED BELOW:

City Manager City of Groveland 156 S. Lake Avenue Groveland, Florida 34736

PRINCIPAL:

Maronda Homes, Inc. of Florida 3993 West First Street Sanford FL 32771

SURETY:

Atlantic Specialty Insurance Company 150 Royall Street Canton MA 02021

Signed, sealed and dated this 3 day of February 2014.

Principal (seal)

Maronda Homes, Inc. of Florida

Address: 3993 West First Street Sanford FL 32771 Surety

Atlantic Specialty Insurance Company

By: /

Karen M. Amato, Attorney-in-Fact

Date: February 3, 2014

Address:

(Agent) Wells Fargo Insurance Services USA Inc. 444 Liberty Avenue, Suite 1500

Pittsburgh PA 15222

Attach Power of Attorney to this Bond



## Power of Attorney

No. 2004684

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: Karen M. Amato, Zachary L. Mendelson, Kathleen M. Kuremsky, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bends, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: twenty-five million dollars(\$25,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer"), may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this ninth day of October, 2012.

STATE OF MINNESOTA HENNIPEN COUNTY By Paul SI Mc L.

Paul H. McDonough, Senior Vice President

On this ninth day of October, 2012, before me personally came Paul H. McDonough, Senior Vice President of ONEBEACON INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ONEBEACON INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3 day of February 2014

This Power of Attorney expires October 1, 2014

William C. d. C.

Virginia McCarthy, Secretary

II. Mii

### Marina Del Rey Subdivision - Phase 2

Cost Estimate

Prepared by: June Engineering Consultants, Inc. 14 S. Main Street Winter Garden, FL. 34787	Certificate of Authorization No. 00008507			
Date: 12/9/2013 Description	<u>oty</u>	<u>Units</u>	Unit Price	Tota
				to the other state of the state
<u>Paving</u>				
12" Stabilized Subgrade	10,605	SY	\$1.80	\$19,089.00
6" Limerock Base	12,360	SY	\$6.11	\$75,519.60
1.5" Type S-1 Asphalt	12,360	SY	\$9.90	\$122,364.00
<u>Curbs</u>				
Miami Curb	11,000	LF	\$9.50	\$104,500.00
Valley Gutter	700	LF	\$14.00	\$9,800.00
Stormwater			-	
Discharge Structure	1	EA	\$3,500.00	\$3,500.00
"P-5" Storm Inlet	6	ΕA	\$2,300.00	\$13,800.00
"P-6" Storm Inlet	3	EA	\$2,600.00	\$7,800.00
"J-7" Manhole	5	EA	\$3,000.00	\$15,000.00
Mitered End Section	2	EΑ	\$950.00	\$1,900.00
18" RCP	1,464	LF	\$27.00	\$39,528.00
24" RCP	1,072	LF	\$34.00	\$36,448.00
30" RCP	80	LF	\$45.00	\$3,600.00
Sanitary				
Sanitary Drop Manhole	3	EA	\$1,000.00	\$3,000.00
Sanitary Manhole (0-6 ft)	7	EA	\$2,100.00	\$14,700.00
Sanitary Manhole (6-10 ft)	. 1	ΕA	\$2,300.00	\$2,300.00
8" PVC SDR35 Sanitary Sewer	2,840	LF	\$16.00	\$45,440.00
Sanitary Service Lateral (Single)	56	EA	\$500.00	\$28,000.00
Sanitary Service Lateral (Double)	15	EA	\$350.00	\$5,250.00
<u>Water</u>				
Jumper Assembly	1	EA	\$3,000.00	\$3,000.00
12" PVC Water Main	960	LF	\$26.00	\$24,960.00
12" DIP Water Main	180	LF	\$35.00	\$6,300.00
3" PVC Water Main	3,540	LF	\$18.00	\$63,720.00
3" DIP Water Main	360	LÉ	\$24.00	\$8,640.00
Fire Hydrant Assembly	6	EΑ	\$3,100.00	\$18,600.00
Fittings	1	LS	\$32,000.00	\$32,000.00
Blow Off	2	EA	\$400.00	\$800.00
Vater Service Lateral (Single)	49	EA	\$450.00	\$22,050,00
Vater Service Lateral (Double)	16	EA	\$300.00	\$4,800.00
ReUse Water				, ,,
" PVC Reuse Water Main	1,100	LF	\$18.00	\$19,800.00
" DIP Reuse Water Main	540	LF	\$24.00	\$12,960.00
" PVC Reuse Water Main	3,240	LF	\$13.50	\$43,740.00
" DIP Reuse Water Main	360	ĹF	\$20.00	\$7,200.00

8" Valves	7	EA	\$1,100.00	\$7,700.00
6" Valves	15	EΑ	\$900.00	\$13,500.00
Fittings ,	1	LS	\$18,000.00	\$18,000.00
Reuse Water Service Lateral (Single)	47	EA	\$450.00	\$21,150.00
Reuse Water Service Lateral (Double)	10	EA	\$300.00	\$3,000.00
Blow Off	2	EA	\$400.00	\$800.00
<u>Miscellaneous</u>				
Sod	1	LS	\$20,000.00	\$20,000.00
Seed & Mulch	*	LS	\$15,000.00	\$15,000.00
Striping & Signage	1	LS	\$4,000.00	\$4,000.00

Note: all the above costs are estimates and do not include Engineering, Surveying, or easement & Right-of-way acquisition. Since the consultant has no control over the cost of labor, materials, equipment, or over the contractors method of determining prices, the opinions of probable cost provided herein are made on the basis of our experience and qualifications. These opinions represent our best judgement as a consultants familiar with the construction industry. The design professional cannot guarantee that proposals, bids, or the construction costs will not vary from these opinions of proposals.

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PE #41949

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### REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 20, 2014

**AGENDA ITEM:** 

PREPARED BY: Catherine Howard, CRA Manager/City Planner

DATE: February 7, 2014

DESCRIPTION: Final Plat 2013-31 Marina Del Rey Phase 2

### BACKGROUND:

Marina Del Rey, Phase 2, is formerly known as Harbour Isle, Phase 2. It is located within the City limits of Groveland, with a Future Land Use designation of Single Family Medium Density (SFMD) and a Zoning Designation of Planned Unit Development (PUD). The total property size is 27.24 acres. The property is located north of CR 565A, northeast of South Lake High School and at the dead end of Silver Eagle Road. This plat of phase 2 is comprised of 166 (one hundred sixty-six) lots which are primarily 45' to 60' in width and approximately 125' in depth. Further, the plat is comprised of Tracts H-N as follows:

Tract H: Drainage and Utility Easement (1.19 acres)

Tract I: Retention Tract (2.39 acres)

Tract J: Lift Station (0.05 acres)

Tract K: Conservation Area (0.29 acres)

Tract L: Common Area (0.21 acres)

Tract M: Common Area (0.04 acres)

Tract N: Utility Tract (0.17 acres)

**STAFF RECOMMENDATION:** Staff requests that the City Council approve the Final Plat 2013-31, Marina Del Rey, Phase 2.

### **REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:** 

**MOTION BY:** 

SECOND BY:

MAPINA DEL PEY -- PHASE 2

BENG A REPLAT OF PORTICHS 58, LYNG IN SECTION 9, GROVELAND FARUS

AND FLACTS 6, 7, 10, AND 11, LYNG IN SECTION 16, GROVELAND FARUS

ALL IN PLAT BOOK 2, PASE 10,

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GITY OF GROVELAND, LAKE COUNTY, FLORIDA

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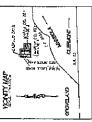
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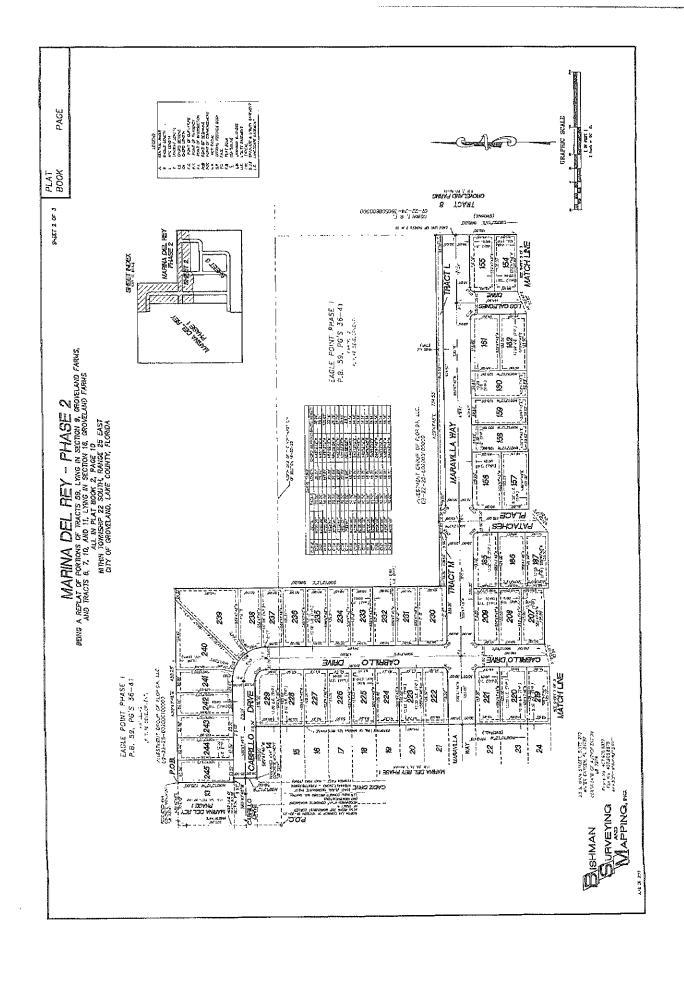
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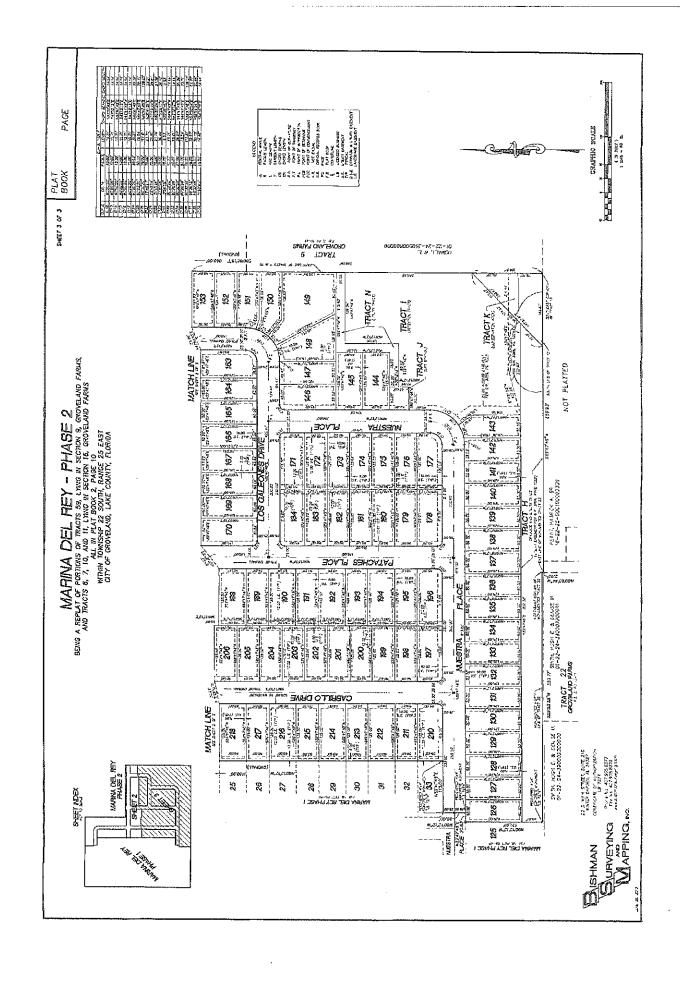
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MEETING DATE: February 20, 2014

### REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA ITEM:	
PREPARED BY:	Anita Geraci-Carver
DATE:	January 13, 2014
DESCRIPTION:	Ordinance 2014-02-02: Designating Intersection of Main Avenue
and Phelps Street as	Four-Way Stop Intersection *Second and Final Reading

**BACKGROUND:** On January 6, 2014 the Public Works Department requested Council to consider changing the intersection of Main Avenue and Phelps Street to a four-way stop. A resident had requested the change to increase safety. Presently stop signs are located to stop traffic traveling on Phelps Street. The resident informed staff it is difficult to see if a vehicle is approaching due to a curve in the road.

The Public Service Departments are located on Sampey Road and staff travels through this intersection frequently. In additional, many large vehicles from industrial businesses located on Sampey Road also travel through this intersection frequently. Public Works staff spoke with members of the Police Department who also agree a four-way stop intersection will increase driver safety.

REVIEWED BY CITY MANAGER:	8
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

**STAFF RECOMMENDATION:** Approve Ordinance 2014-02-02

"The city with a future, watch us grow!"

### **ORDINANCE 2014-02-02**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, CONTROLLING AND REGULATING TRAFFIC MOVEMENT BY DESIGNATING THE INTERSECTION OF MAIN AVENUE AND PHELPS STREET WITHIN THE CITY OF GROVELAND AS A FOUR-WAY STOP INTERSECTION; PROVIDING FOR DIRECTIONS AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT HEREIN; SETTING AN EFFECTIVE DATE.

WHEREAS, the City has original jurisdiction over all streets within its boundaries, except state or county roads; and

WHEREAS, the City is authorized by §316.002 and §316.008, *Florida Statutes* to regulate traffic by means of police officers, or official traffic control devices, designate any intersection as a stop or yield intersection, and take other actions within the reasonable exercise of their police power; and

WHEREAS, Main Avenue and Phelps Street are each a two lane municipal street within the municipal boundaries of the City of Groveland; and

WHEREAS, a municipal resident, who frequently travels through the subject intersection, has requested the City to designate the intersection of Main Avenue and Phelps Street as a four-way stop intersection; and

WHEREAS, the Public Service Department and Groveland Police Department agree that the designation of the intersection as a four-way stop intersection will greatly improve driver safety; and

WHEREAS, the City Council considered the resident's request at a duly noticed City Council meeting; and

WHEREAS, it furthers the health, safety and welfare of the residents and visitors of the City of Groveland to designate the intersection of Main Avenue and Phelps Street as a four-way stop intersection.

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA as follows:

**Section 1. Recitals.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

- **Section 2. Designation.** The City Council hereby designates the intersection of Main Avenue and Phelps Street within the City of Groveland as a four-way stop intersection.
- **Section 3. Directions.** The City Manager or his designee is authorized to take all further actions necessary to carry out the intent of this ordinance. A copy of this Ordinance shall be published one time within thirty days following its adoption. The City Clerk is directed to record in the official records of Lake County a certified copy of this Ordinance along with proof of publication of the notice of its adoption.
- **Section 4. Enforcement.** Any sworn law enforcement within the State of Florida shall be authorized to enforce this ordinance with the reasonable exercise of police power and in accordance with Florida law.
- **Section 5. Severability.** That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.
- **Section 6:** Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.
- **Section 7. Effective Date.** This ordinance shall be effective immediately upon adoption by the City Council of the City of Groveland.

PASSED and ORDAINED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this 20<sup>th</sup> day of February, 2014.

HONORABLE TIM LOUCKS, MAYOR City of Groveland, Florida						
Attest:						
TERESA BEGLEY						
City Clerk						
Approved as to form and legality:						
Anita Geraci-Carver, City Attorney						

First Reading: Second Reading:			
Council Member Ordinance. Motion was the motion the vote was	s seconded by Council M	assage and adoption of the above as lember and upon	nd foregoing n roll call on
	YEA	NAY	
John Griffin			
Tim Loucks			
James Smith			
Richard Smith			
Evelyn Wilson			